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This may be thought by some to detract from its value in this country. But we do not believe that the work would be more valuable to American readers if it contained so-called "American Notes." The use of a work like Mr. Justice Fry's to the profession in this country, is not as a ready reference to American decisions. It is alone profitably used by one who turns to it to ascertain the principles of the law and desires to study the development of those principles by the courts of a jurisdiction of recognized learning and authority.

The writer of this review has often wished that Mr. Justice Fry had discussed the Specific Performance of negative contracts as a separate subject, and had treated of the Specific Performance of different classes of contracts, before treating of defences to the action. He has also believed that the "defences" should have been confined to defences to the specific performance of a contract, the defence not being applicable to a suit at law. It was, however, no part of Mr. Rawlin's task to change the arrangement or general scope of Fry's work, and he has not done so. He has also wisely resisted the temptation to which most thorough editors of the works of others are subject, namely, the elaboration of the author's original discussion of important topics. The book, therefore, though brought down to date, remains the work of Mr. Justice Fry himself.

In these days of poor printing and worse paper, it is a distinct pleasure to handle a work, the mechanical execution of which, comports with the dignity of the law. *W. D. L.*

CASES ON EQUITY PLEADING AND PRACTICE. By BRADLEY M. THOMPSON, M. S., LL. B., Professor of Law, University of Michigan. Pp. 331. Callaghan & Co. 1903.

This collection of cases is probably selected and arranged with care. As the writer has not given in the preface any statement of the scholastic results he had in his mind when he was making his selections, it is somewhat difficult to judge whether he has or has not accomplished his purpose. The book will be unquestionably useful to the person who collected the cases and the students studying under him, but we believe that it is practically impossible for an instructor in another school to take hold of a collection such as this and use it in his own work unless he is personally acquainted with the author and knows him to be in sympathy with the point of view from which the cases have been selected.

We would like, for instance, to know why the author has selected quite a number of Illinois cases, while there are no cases from many of the states of the United States, including such jurisdictions as Pennsylvania, Ohio and Massachusetts. There may be and doubtless is a good reason for this, but the facts stated are somewhat striking.

The author has very properly excluded all matter from his report of a case not bearing on the subject for which it was selected. The book, therefore, is in no sense padded. There are, except possibly on page 243, no notes by the author. This we believe to be unfortunate, as it gives the impression, which may be erroneous that the author has merely looked at a line of cases and has found one to suit his purpose and then put that in without having made an exhaustive study of the subject. The printing is fair, but the paper and general appearance of the book is wretched. From the point of view of the author's convenience, something may be said in following the original reporter in placing the notes of one case in the text and of the next case in the foot-notes; but it does not tend to give the idea that care has been expended in the preparation of the manuscript for the printer.

H. A.

THE LAW OF SURETYSHIP. By ARTHUR A. STEARNS. Pp. 553. Cincinnati, Ohio: W. H. Anderson Company. 1903.

Suretyship and Guaranty is no new subject, but it is still a growing branch of the law. In the last decade and ever since the advent of surety companies its growth has been most marked. The relations between the parties to a surety contract have been more clearly defined than ever before. In the present work the author has endeavored to give to the profession a treatise which would present the law as it is to-day. He has not wasted words. Long disquisitions on doubtful points have been avoided and in their place a brief statement of the opposing theories has been given with an indication of the weight of authority on the subject. There are copious citations from all jurisdictions in support of the various legal propositions, those from the Western states being particularly abundant. The book is so arranged and indexed that it must prove a ready help to any lawyer, and especially to the busiest who has little time for extended study.

A. L. D.

UNITED STATES V. MEXICO. Report in the matter of the Case of the Pius Fund of the Californias, heard before a tribunal of the permanent Court of Arbitration, under the Hague Convention of 1899, sitting at the Hague, September 18, 1902, to October 14, 1902, with Pleadings, Appendix, Exhibits, Briefs and Records of the entire proceedings. By JACKSON H. RALSTON, agent of the United States and of Counsel. Pp. 891. Washington: Government Printing Office. 1902.

Dating back to the latter days of the seventeenth century, the history of the Pius Fund of the Californias has been most interesting. The Senate document under review prepared by